



**PURCHASING DIVISION**

**REQUEST FOR PROPOSALS (RFP)**

**For**

**Fully and Semi-Rugged Mobile Devices and Rugged Tablet Computers**

**RFP No. 12-0023**

**Issued: November 30, 2011**

**PROPOSAL SUBMISSION DEADLINE:**

**\*\*\*\*\* January 5, 2012 by 1:30 PM Local Time \*\*\*\*\***

***NO LATE PROPOSALS WILL BE ACCEPTED***

<b><u>RESPONSES SHALL BE DELIVERED TO:</u></b>  CITY OF FORT WORTH PURCHASING DIVISION LOWER LEVEL 1000 THROCKMORTON STREET FORT WORTH, TEXAS 76102	<b><u>RESPONSES SHALL BE MAILED TO:</u></b>  CITY OF FORT WORTH PURCHASING DIVISION LOWER LEVEL 1000 THROCKMORTON STREET FORT WORTH, TEXAS 76102
<div style="border-top: 1px dashed black; padding-top: 5px;"> <p>*****</p> <p><b>A pre-proposal conference will be held Tuesday, December 13, 2011, at 11:00 A.M., in the Large Development Conference Room, 1st Floor, Lower Level, Northeast Corner, City Hall, 1000 Throckmorton Street, Fort Worth, Texas 76102</b></p> <p>*****</p> <p><b>FOR ADDITIONAL INFORMATION REGARDING THIS RFP PLEASE CONTACT:</b>  <b>Angela Gonzales, Purchasing Supervisor,</b>  <b>Angela.Gonzales@fortworthtexas.gov</b></p> <p>*****</p> <p><b>RETURN THIS COVER SHEET WITH RESPONSE TO:</b>  <b>Angela Gonzales, Senior Buyer</b>  <b>Purchasing Division</b>  <b>Financial Management Services Department</b></p> </div>	<p><b>NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSAL:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Contact Person: _____</p> <p>Phone: (    ) _____ Fax: (    ) _____</p> <p>Signature: _____</p> <p>Printed Name: _____</p> <p>Email Address: _____</p>
<p>Acknowledgment of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____</p>	

## TABLE OF CONTENTS

GENERAL PROVISIONS .....	3
1.0 SUBMISSION OF PROPOSALS .....	3
2.0 DELIVERY OF PROPOSALS .....	3
3.0 PROPRIETARY INFORMATION .....	4
4.0 COMPLETION OF RESPONSES .....	4
5.0 CLARIFICATIONS AND ISSUANCE OF ADDENDA .....	4
6.0 WITHDRAWAL OF PROPOSALS .....	5
7.0 AWARD OF CONTRACT .....	5
8.0 PERIOD OF ACCEPTANCE .....	5
9.0 TAX EXEMPTION .....	6
10.0 COST INCURRED IN RESPONDING .....	6
11.0 NEGOTIATIONS .....	6
12.0 CONTRACT INCORPORATION .....	6
13.0 NON- ENDORSEMENT .....	6
14.0 UNAUTHORIZED COMMUNICATIONS .....	6
15.0 PROPOSAL EVALUATION PROCESS .....	6
16.0 PROPOSAL EVALUATION FACTORS .....	8
1.0 PURPOSE OF THIS REQUEST FOR PROPOSALS .....	10
2.0 BACKGROUND .....	10
3.0 SUBMITTAL REQUIREMENTS .....	10
STANDARD TERMS AND CONDITIONS .....	12
1.0 ASSIGNMENT .....	12
2.0 ERRORS OR OMISSIONS .....	12
3.0 INDEMNITY AND RELEASE .....	12
4.0 TERMINATION .....	13
5.0 TERMINATION, REMEDIES, AND CANCELLATION .....	13
6.0 CHANGE ORDERS .....	13
7.0 VENUE .....	13
8.0 CONFLICT OF INTEREST .....	13
9.0 INSURANCE .....	14
10.0 CONTRACT CONSTRAINTS AND CONDITIONS .....	15
11.0 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION .....	15
ATTACHMENT 1-A .....	16
REFERENCES SHEET .....	16
ATTACHMENT A – REQUIREMENTS MATRIX .....	17
ATTACHMENT B .....	28
COST PROPOSAL .....	28
COST PROPOSAL 1 .....	29
HARDWARE UNIT and PARTS COSTS .....	29
COST PROPOSAL 2 .....	30
ANNUAL MAINTENANCE SUPPORT CONTRACT COST .....	30
COST PROPOSAL 3 .....	31
OTHER CONTRACT COSTS .....	31
ATTACHMENT C .....	32
ADDITIONAL CONSIDERATIONS .....	32
ATTACHMENT D .....	33
EXHIBIT B .....	35
NETWORK ACCESS AGREEMENT .....	35

## **REQUEST FOR PROPOSALS**

The City of Fort Worth (City) seeks proposals from qualified vendors for hardware that is available in terms of rugged mobile data computers (MDC's), semi-rugged mobile data computers (MDC's), and rugged tablet computers. The various uses of the devices will range from being permanently mounted in any City vehicle such as Code Compliance, Police cars, and Fire engines to Water and Planning inspectors carrying the devices. All of which will be exposed to harsher conditions than a typical office environment.

As a result of this RFP, the City expects to receive proposals that will address how the products meet City requirements as defined in this RFP. The City will conduct onsite vendor demonstrations of the hardware and work with the selected Proposers to perform an extensive hands-on field evaluation and testing of the hardware devices. Once the committee has scored the RFP responses, evaluated the products based on the demonstrations and a performed field evaluations, the goal is to select standard rugged mobile data computers for the City and to establish contracts for future equipment purchases. This RFP provides a list of required services, general information, instructions for submitting responses, and vendor selection procedures.

### **GENERAL PROVISIONS**

#### **1.0 SUBMISSION OF PROPOSALS**

- 1.1 One (1) original, ten (10) copies, and one (1) electronic version of all Proposal documents shall be submitted in sealed packages. The electronic version is preferred as a single PDF file, although a PDF of the proposal items and an Excel version of the Requirements Matrix will be accepted. Any responses received in any other format may be rejected. The Proposer's name and address should be marked on the outside of the envelope/package. Facsimile transmittals or offers communicated by telephone will not be accepted or considered. Proposal information that is not submitted in sealed packages will not be considered.

1.2 **Mail or Deliver Responses to the Following Address:**

City of Fort Worth  
Purchasing Division  
1000 Throckmorton Street, Lower Level  
Fort Worth, Texas 76102

#### **2.0 DELIVERY OF PROPOSALS**

Proposals must be received in the City of Fort Worth's Purchasing Division no later than 1:30 PM, January 5, 2012. The submitting Proposer is responsible for the means of delivering the Proposals to the location listed in paragraph 1.2 on time. Delays due to any instrumentality used to transmit the Proposals including delay occasioned by the Proposers or the City of Fort Worth's internal mailing system will be the responsibility of the Proposer. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date stamp clock in City of Fort Worth (City) Purchasing Division is the official clock for determining whether submittals are submitted timely.

### **3.0 PROPRIETARY INFORMATION**

- 3.1 If a Proposer does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon public request.
- 3.2 Notwithstanding section 3.1, Proposers are advised that the City, to the extent permitted by law, will protect the confidentiality of their Proposals. Proposers shall consider the implications of the Texas Public Information Act, particularly after the RFP process has ceased and the Contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information where the Proposer can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the Purchasing Division, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Proposer, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code. The City will not make a request of the Attorney General.

### **4.0 COMPLETION OF RESPONSES**

- 4.1 Information presented in the Proposals will be used to evaluate the professional qualifications of the qualified vendor and to determine the contractor(s) that will be selected to provide the hardware to the City.
- 4.2 Responses shall be completed in accordance with the requirements of this RFP. Statements made by a Proposer shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.
- 4.3 Proposals shall be limited to a maximum of thirty (30) printed on 8-1/2" X 11" recycled paper, printed using both sides, and include a cover letter using a font size no smaller than 11 point and one inch margins.

### **5.0 CLARIFICATIONS AND ISSUANCE OF ADDENDA**

- 5.1 Any explanation, clarification, or interpretation desired by an Offeror regarding any part of this RFP must be requested from Ms. Angela Gonzales, Purchasing Supervisor, at least ten (10) business days prior to the published submission deadline, as referenced in Section 2.0 of this RFP.
- 5.2 If the City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections or changes to the RFP made in any other manner other than writing are not binding upon the City, and Proposers shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.
- 5.3 Requests for explanations or clarifications may be faxed to the City at (817) 392-8440 or emailed to Angela.Gonzales@fortworthtexas.gov. Emails and Faxes must clearly identify the RFP Number and Title.

- 5.4 Any interpretations, corrections or changes to this RFP will be made by addendum. Sole issuing authority of addenda shall be vested in the City's Purchasing Division. Proposers shall acknowledge receipt of all addenda within the responses.
- 5.5 This RFP has been distributed electronically using the City of Fort Worth's website. It is the responsibility of the Proposers to monitor the City's website for any addenda or modifications to a RFP to which they intend to respond. The City accepts no liability and will provide no accommodation to Proposer(s) who submit a response based on outdated RFP document(s).

## **6.0 WITHDRAWAL OF PROPOSALS**

An authorized representative of the company may withdraw a Proposal at any time **prior to** the RFP submission deadline, upon presentation of acceptable identification as an authorized representative of such company.

## **7.0 AWARD OF CONTRACT**

- 7.1 It is understood that the City reserves the right to accept or reject any and all Proposals and to re-solicit for Proposals, as it shall deem to be in the best interests of the City. Receipt and consideration of any Proposals shall under no circumstances obligate the City to accept any Proposals. If an award of contract is made, it shall be made to the responsible Proposer whose Proposal is determined to be the best evaluated offer taking into consideration the relative importance of the evaluation factors set forth in the RFP.

### **7.2 Tentative Schedule of Events**

RFP Release Date	November 30, 2011
Pre-Proposal Conference	December 13, 2011 11:00 A.M. (Local Time)
Deadline for Questions	December 22, 2011
Proposals Due Date	January 5, 2012 by 1:30 P.M. (Local Time)
Proposer Short-List	February 1, 2012
Proposer Interviews/Demos	February 6, 2012 to February 15, 2012
Proposer Selection for Field Evaluations	February 24, 2012
Field Evaluations	March 1, 2012 through May 15, 2012
City Council Approval (anticipated)	August 1, 2012

Proposers are expected to be available during the published interview dates. Requests for preferred dates/times will not be accepted, nor will the City accept requests for re-scheduling of interviews, regardless of circumstances.

## **8.0 PERIOD OF ACCEPTANCE**

Proposer acknowledges that by submitting the Proposal, Proposer makes an offer that, if accepted in whole or part by the City, constitutes a valid and binding contract as to any and all items accepted in writing by the City. The period of acceptance of proposals is 270 days from the date of opening, unless the Proposer notes a different period.

## **9.0 TAX EXEMPTION**

The City of Fort Worth is exempt from Federal Excise and State Sale Tax; therefore, tax must not be included in any contract that may be awarded from this RFP.

## **10.0 COST INCURRED IN RESPONDING**

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposals which may be required by the City shall be the sole responsibility of and shall be borne by the participating Proposers.

## **11.0 NEGOTIATIONS**

The City reserves the right to negotiate all elements that comprise the successful Proposer's response to ensure that the best possible consideration be afforded to all concerned.

## **12.0 CONTRACT INCORPORATION**

The contract documents shall include the RFP, the Response to the RFP and such other terms and conditions as the parties may agree.

## **13.0 NON- ENDORSEMENT**

If a Proposal is accepted, the successful Proposer shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City's endorsement of the successful Proposer's services.

## **14.0 UNAUTHORIZED COMMUNICATIONS**

Respondents' contact regarding this RFP with employees or officials of the City other than the Purchasing Manager or the Minority and Women Business Enterprise (M/WBE) Office may result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

## **15.0 PROPOSAL EVALUATION PROCESS**

The City's evaluation process will consist of 3 different levels of scoring based on the RFP response, hardware demonstrations and field evaluation testing. The City anticipates that the series of events will lead to the selection of the models and establishment of contract(s) for the procurement of the hardware.

### **15.1 Level 1- RFP Response Scoring**

- 15.1.1 The evaluation committee will score the proposals to the RFP based on the criteria as defined in section 16.2 under "Proposal Evaluation Factors. From those scores, the highest ranked proposers will be notified and selected to perform vendor demonstrations of their fully rugged, semi-rugged or tablet computing devices.

15.2 Level 2 – Proposer Demonstrations

15.2.1 The Proposer will be required to participate in scheduled meetings on site in which they will demonstrate how their hardware meets the City's requirements as defined in ATTACHMENT A, the Requirements Matrix. The proposer will be required to demonstrate their hardware for the platforms we are reviewing which is a Fully Rugged Mobile Data Computer, a Semi-Rugged Mobile Computer or Rugged Tablet Computer. Each City committee member will then score the proposers demonstrations based on the criteria as defined in section 16.2 under Proposal Evaluation Factors. After the vendor demonstrations are completed, the highest ranked vendors will be selected and notified they are candidates for our field evaluation testing.

15.3 Level 3 – Field Evaluation Testing

15.3.1 This will entail providing the City with Fully Rugged, Semi-Rugged or Rugged tablet mobile data computers for use in a field test environment. The goal of this exercise is to fully discover if the mobile devices will meet the standards and requirements as defined by the City and be feasible within the City's environment. The proposer will provide a resource to the City that will work to install not only sample City applications on the unit but also with the installation of the computer devices in motor vehicles such as Police and Code Compliance cars and Fire apparatus. The City of Fort Worth expects demonstration units for Fully Rugged, Semi-Rugged or Tablet computing and expects enough devices for multiple departments to test simultaneously. Currently, Code Compliance, Police, Fire, Courts, Water, Planning and Development and Equipment Services are the departments that will need field models for evaluation. Each City committee member will then score the proposers demonstrations based on the criteria as defined in section 16.2 under Proposal Evaluation Factors and also based criteria listed in 16.2.5, 16.2.6 and 16.2.7. The City of Fort Worth anticipates evaluations will occur over an eight (8) to ten (10) week period.

15.4 The City anticipates selecting Proposer(s) that will be recommended to the City Council for award of a contract to provide the requested hardware to the City. The City reserves the right to make no award of a contract.

15.5 It is understood that the City reserves the right to accept or reject any and all Proposals and to re-solicit for Proposals, as it shall deem to be in the best interests of the City. Receipt and consideration of any Proposals shall under no circumstances obligate the City to accept any Proposals. If an award of contract is made, it shall be made to the responsible Proposer whose Proposal is determined to be the best evaluated offer taking into consideration the relative importance of the evaluation factors set forth in the RFP.

15.6 The City reserves the right to award a single contract or multiple contracts.

## 16.0 **PROPOSAL EVALUATION FACTORS**

16.1 Each proposer will be scored and evaluated on how well they meet the criteria defined by the City. A team that will include the Project Manager and representatives from multiple departments such as Police, Fire, Code Compliance, Human Resources, Library, Equipment Services, Water, and Planning and Development will review the proposals and score using two sets of criteria. The **first set of criteria** will be used to evaluate the Proposers “Responses to the RFP” and the Proposers “Onsite demonstrations of the hardware”. The **second set** of criteria will be used to evaluate the “Hands-On Field Evaluation Testing” of the selection hardware.

16.2 The criteria used to score RFP responses and Proposers Onsite Demonstrations includes the following:

16.2.1 Relevant Experience and Company Qualifications	10 Points
16.2.2 Pricing structure	30 Points
16.2.3 Warranty/Maintenance Offerings	10 Points
16.2.4 Adherence to the RFP Requirements	50 Points

16.3 Additional Clarification of Criteria.

16.3.1 Relevant Experience and Company Qualifications is determined by the proposer’s response to sections 3.1.1, 3.1.2, 3.1.3 and 3.1.4.

16.3.2 Pricing structure is based on the prices for Fully Rugged, Semi-Rugged and Rugged Tablet Mobile Data Computing devices as described in Attachment B- Cost Proposal.

16.3.3 Warranty/Maintenance Offerings will be determined based on the warranty and maintenance agreements in Attachment B, Cost Proposals 1 and 2. The proposer should document warranty periods, coverage of items, maintenance costs, costs of extended warranty and what’s not covered under warranties or maintenance.

16.3.4 Adherence to RFP Requirements represents how well the Proposer documents and explains how their hardware meets our requirements as documented in ATTACHMENT A, the requirements matrix. Final evaluation of this section will include ratings from the Field Testing phase of the RFP.

16.4 Field Evaluation Testing.

The criteria used during our Field Evaluation Testing will include the following:

16.4.1 Adherence to Requirements, how well the Proposer products meet the City’s requirements that are documented in ATTACHMENT A, the requirements matrix.

16.4.2 Feasibility within the City’s environment, represents how well the Proposers products work within the City’s environment, infrastructure and with the City applications.

16.4.3 Ease of Use and Configuration, how well the evaluation testers liked the hardware and how well the hardware performed based the City’s requirements.

- 16.5 The Evaluation Committee may wish to request additional information from Proposers. Following the review of Proposals, the Selection Committee may select one or more proposers to interview for additional information or clarification of their response. The interview will be done at the City's convenience. Additionally, negotiations may be conducted with selected Proposer(s) until such time as the City determines that the best value for the City has been obtained.

## **1.0 PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of the RFP by the City of Fort Worth is an endeavor to determine the best options/hardware that is available for mobile rugged computers for the purpose of establishing a contract or multiple contracts for the procurement of these devices.

## **2.0 BACKGROUND**

Multiple departments within the City utilize mobile data computers (MDC's) within their field operations. Police, Code, and Fire have permanently mounted MDC's in the cars and fire apparatus. Other departments such as the Water and Equipment Services Departments have portable units for their staff. The City of Fort Worth has predominantly Motorola mobile data computers and multiple Panasonic models.

## **3.0 SUBMITTAL REQUIREMENTS**

3.1 Submittals should include but are not limited to, the proposal itself followed by Attachments 1A, A, B, C, and D. **NOTE:** Proposers should consider first completing the Requirements Matrix, Attachment A, and if any portion of the following information is fully represented there, simply include a cross reference in the proposal to the item number in the matrix that contains the relevant information.

The proposal itself should adhere to the following format (failure to adhere to this format and proposal order will result in loss of points in Company Qualifications, Adherence to Requirements, or both) and include:

### **3.1.1 Cover Letter**

One or two page introduction and executive summary.

### **3.1.2 Description of the Company**

Provide a description of the proposing company, including, but not limited to:

- Years in business
- Number of Employees
- Changes in ownership since the inception of the company or over the last 10 years
- Experience of firm
- The Company's products that adhere to requirements requested
- Financial statements that include latest Balance Sheet and Income Statement
- Track record for on-time delivery of equipment

### **3.1.3 Attachment 1A: Client References**

Provide a minimum of 5 references (preferably references within the Public Safety, Utility and Municipal environments) in which your hardware has been deployed that substantiates the qualifications of the Proposers Firm with the hardware. These should be references should be ones that mirror the City departments involved in the review of these devices such as other Police, Fire and Water departments in addition to Equipment Services and Planning Departments. Please use Attachment 1A to submit the reference information.

3.1.4 Attachment A: Requirements Matrix

All Requirements Matrix items should be addressed in detail by the Proposer to give the City an idea as to how the proposed models will fit the business needs. Proposers should feel free to expand columns or otherwise alter the format of the Requirements Matrix to best facilitate their response.

3.1.5 Attachment B: Cost of Services

Proposers should thoroughly complete Attachment B in the format provided. Detail may be added as necessary.

3.1.6 Attachment C: Additional Considerations

Proposers should include additional items or differentiating factors not addressed in the RFP, either in the proposal or Attachment A, that are considered essential for the successful response to the RFP.

3.1.7 Attachment D: Conflict of Interest Questionnaire

Proposers should complete and attach a Conflict of Interest Questionnaire as Attachment D of the Proposal.

## **STANDARD TERMS AND CONDITIONS**

These standard terms and conditions, any special terms and conditions, and the provisions included as Exhibit A become part of any contract entered into if any or all parts of the Proposals are accepted by the City. The City reserves the right to modify, delete or further negotiate any or all of the terms and conditions related to this RFP or an award of a contract pursuant thereto.

### **1.0 ASSIGNMENT**

The successful Proposer may not assign its rights or duties under an award without the prior written consent of the City. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

### **2.0 ERRORS OR OMISSIONS**

The Proposer will not be allowed to take advantage of any errors or omissions in this RFP. Where errors or omissions appear in this RFP, the Proposer shall promptly notify the City's Purchasing Division in writing of such error or omission it discovers. Any significant errors, omissions or inconsistencies in this RFP are to be reported no later than ten (10) days before time for the RFP response is to be submitted.

### **3.0 INDEMNITY AND RELEASE**

- 3.1 Successful Proposer shall defend, indemnify and hold harmless the City of Fort Worth and all its Officers, Agents and Employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property due to any negligent act or fault of the successful Proposer, or of any agency, Employee, Subcontractor or supplier under the successful Proposer in the execution of, or performance under, any contract awarded. Successful Proposer indemnifies and will indemnify and hold harmless the City of Fort Worth from liability, claim or demand on their part, Agents, servants, customers and/or Employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in the halls, elevators, entrances, stairways or approaches of or the facilities within which the occupied premises are located. Successful Proposer shall pay any judgment with costs that may be obtained against the City of Fort Worth growing out of such injury or damages.
- 3.2 In addition to the indemnification requirement above, successful Proposer, hereinafter called, "Vendor" or "Proposer" shall execute a statement releasing Fort Worth from any liability for injury or property damage incurred during this contract, unless such injury or property damage was the result of intentional conduct committed by an Employee of the City. Further, all Employees, Officers, and Agents of the Vendor or any Subcontractor shall be required to execute the release prior to entering into performance of any work associated with the contract to be awarded hereunder.

#### **4.0     TERMINATION**

- 4.1     If this award results in a contract, it shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered, or terminated by the City with a forty-five (45) day written notice prior to cancellation. In the event of termination, the City of Fort Worth reserves the right to award a contract to next and best Proposer as it deems to be in the best interest of the City.
- 4.2     Further, the City may cancel this contract without expense to the City in the event that funds have not been appropriated for expenditures under this contract. The City will return any delivered but unpaid goods in normal condition to the Proposer.

#### **5.0     TERMINATION, REMEDIES, AND CANCELLATION**

- 5.1     Right to Assurance. Whenever the City has reason to question the successful Proposer's intent to perform, the City may demand that the successful Proposer(s) give written assurance of successful Proposer's intent to perform. In the event a demand is made, and no assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the contract.
- 5.2     The City may terminate this agreement if the successful Proposer(s) fails to cure a material breach, which substantially impairs the value of the contract as a whole within thirty (30) calendar days of receipt of written notice being given by the other party. If more than thirty (30) calendar days are required to cure such default or breach, a reasonable time in excess of said days may be established, provided both parties agree in writing as to the time period to be substituted. In the event such default or breach is not cured within a specified time, the City may terminate this agreement upon thirty (30) calendar day's written notification.
- 5.3     The City may also cancel this agreement for convenience upon forty-five (45) calendar day's written notice to the successful Proposer. Effective date of such notice shall begin three (3) days after date of posting with the United States Postal Service with sufficient notice with said notice being sent to last known address of successful Proposer(s).

#### **6.0     CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Fort Worth's IT Solutions Department and may require City Council approval.

#### **7.0     VENUE**

The agreement(s) will be governed and construed according to the laws of the State of Texas. The agreement(s) is (are) performable in Tarrant County, Texas. Venue shall lie exclusively in Tarrant County, Texas.

#### **8.0     CONFLICT OF INTEREST**

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C., Chapter 171.

## 9.0 INSURANCE

Proposer shall provide the City with certificate(s) of insurance documenting policies of the following minimum coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:

### Coverage and Limits

- (a) Commercial General Liability  
\$1,000,000 Each Occurrence  
\$1,000,000 Aggregate
- (b) Automobile Liability  
\$1,000,000 Each occurrence on a combined single limit basis

Coverage shall be on any vehicle used by the Proposer, its employees, agents, representatives in the course of the providing services under this Agreement. "Any vehicle" shall be any vehicle owned, hired and non-owned

- (c) Worker's Compensation - Statutory limits

Employer's liability  
\$100,000 Each accident/occurrence  
\$100,000 Disease - per each employee  
\$500,000 Disease - policy limit

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee.

- (d) Technology Liability (E&O)  
\$1,000,000 Each Claim Limit  
\$1,000,000 Aggregate Limit

Coverage shall include, but not be limited to, the following:

- (i) Failure to prevent unauthorized access
- (ii) Unauthorized disclosure of information
- (iii) Implantation of malicious code or computer virus
- (iv) Fraud, Dishonest or Intentional Acts with final adjudication language

Technology coverage may be provided through an endorsement to the Commercial General Liability (CGL) policy, or a separate policy specific to Technology E&O. Either is acceptable if coverage meets all other requirements. Any deductible will be the sole responsibility of the Prime Vendor and may not exceed \$50,000 without the written approval of the City. Coverage shall be claims-made, with a retroactive or prior acts date that is on or before the effective date of this Contract. Coverage shall be maintained for the duration of the contractual agreement and for two (2) years following completion of services provided. An annual certificate of insurance shall be submitted to the City to evidence coverage.

#### **General Requirements**

- (a) The commercial general liability and automobile liability policies shall name the City as an additional insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agents, and volunteers in respect to the contracted services.
- (b) The workers' compensation policy shall include a Waiver of Subrogation (Right of Recovery) in favor of the City of Fort Worth.
- (c) A minimum of Thirty (30) days notice of cancellation or reduction in limits of coverage shall be provided to the City. Ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the Risk Manager, City of Fort Worth, 1000 Throckmorton, Fort Worth, Texas 76102, with copies to the City Attorney at the same address.
- (d) The insurers for all policies must be licensed and/or approved to do business in the State of Texas. All insurers must have a minimum rating of A- VII in the current A.M. Best Key Rating Guide, or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of Risk Management is required.
- (e) Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement.
- (f) Certificates of Insurance evidencing that the Proposer has obtained all required insurance shall be delivered to the City prior to Proposer proceeding with any work pursuant to this Agreement.

#### **10.0 CONTRACT CONSTRAINTS AND CONDITIONS**

- 10.1 All services shall be provided in accordance with applicable requirements and ordinances of the City of Fort Worth, the State of Texas, and applicable federal laws.
- 10.2 The Contract(s) awarded from this RFP shall be executed for a one-year initial term with four (4) one-year options to renew at the City's sole discretion.

#### **11.0 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION**

A waiver of the goal for M/WBE subcontracting requirements has been requested by the Purchasing Division and approved by the M/WBE Office since the purchase of goods or services is from sources where subcontracting or supplier opportunities are negligible.

**ATTACHMENT 1-A  
REFERENCES SHEET**

**Vendor Name** \_\_\_\_\_

**Reference Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**City State Zip** \_\_\_\_\_

**Contact Name** \_\_\_\_\_

**Contact Number and Email** \_\_\_\_\_

**Contact Title** \_\_\_\_\_

**Hardware Deployed** \_\_\_\_\_

**Vendor Name** \_\_\_\_\_

**Reference Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**City State Zip** \_\_\_\_\_

**Contact Name** \_\_\_\_\_

**Contact Number and Email** \_\_\_\_\_

**Contact Title** \_\_\_\_\_

**Hardware Deployed** \_\_\_\_\_

## ATTACHMENT A – REQUIREMENTS MATRIX

The City recommends that the requested descriptions and appropriate elaboration of the Requirements Matrix be completed before completing the balance of the RFP response, and that where other sections of the RFP duplicate information already contained in the Matrix, the Proposer should simply reference the Matrix location for that information.

### NOTES —► TO Proposers:

Proposers are requested to designate whether or not they have hardware in the Fully Rugged, Semi-Rugged or Tablet category that meets the requirements by placing the model name/number in the corresponding columns within the matrix. Within the “Vendor Description/Explanation” column, the vendor’s response may vary from "Standard Functionality", if the Proposer believes no further description is necessary, to a fully-detailed response should the Proposer believe the proposed system's functionality requires clarification or somehow stands out from competing products. NOTE: Within the Column labeled “Category” under the identifier, there will be a letter “**D**” denoting requirements that are highly *desirable* but not necessarily mandatory.

Section	Category	Specification	Requirement	Fully Rugged Model (s)	Semi-Rugged model (s)	Tablet Computer(s)	Vendor Description/Explanation
<b>A</b>	<b>Environmental Factors</b>						
	A-1	High/Low Temperatures	The hardware meets or exceeds MIL-810(F) (G) standards for high and low temperatures				
	A-2	Drop Specification	The hardware meets or exceeds the MIL-810 (F) (G) standards for drop ratings				
	A-3	Rain/Snow	The hardware meets or exceeds the ability to withstand rain or snow conditions as described by the MIL-810 standard				
	A-4	Humidity	The hardware meets or exceeds the MIL-810 (F) (G) standards for humidity requirements.				
	A-6	Vibration	The hardware meets or exceeds the vibration requirements as described by the MIL-810 standards				

Section	Category	Specification	Requirement	Fully Rugged Model (s)	Semi-Rugged model (s)	Tablet Computer(s)	Vendor Description/Explanation
	A-7	Explosive Atmosphere	The hardware meets or exceed MIL 810 (G) (F) standards with regards to being in an explosive atmosphere				
<b>B</b>	<b>Battery/Power Management</b>						
	B-1	Battery Power	The hardware can stay charged between 1 and 8 hours				
	B-2	Battery Power	The hardware can stay charged between 8 and 15 hours				
	B-3	Hot Swappable Batteries	The hardware must provide the ability for hot swappable batteries (replaced without powering down the unit)				
	B-4	Battery Charging Time	The hardware must provide battery charging time between 1 to 3 hours				
	B-5	Battery Charging Time	The hardware must provide battery charging time between 4 to 6 hours				
<b>C</b>	<b>Computing Requirements</b>						
	C-1	RAM	The hardware must have a minimum 1 to 4 gigs of RAM				
	C-2 <b>D</b>	RAM	The hardware is should have 4 to 8 Gigs of RAM				
	C-3	Hard Drive Space	The hardware must have a minimum of 300 GB hard drive				
	C-4 <b>D</b>	Optional Hard Drive Space	The hardware should have the ability to utilize to expand the				

Section	Category	Specification	Requirement	Fully Rugged Model (s)	Semi-Rugged model (s)	Tablet Computer(s)	Vendor Description/Explanation
			hard drive space.				
	C-5	Separate CPU	The hardware will meet requirement for CPU and monitor to be separated via cabling system (City vehicles)				
	C-6	Compatibility with existing Cabling provided by Gamber Johnson	The hardware (Monitor and CPU) should be able to be mounted separately and communicate through one of our existing cable systems				
	C-7	Compatibility with existing Cabling provided by Lund Industries	The hardware (Monitor and CPU) should be able to be mounted separately and communicate through one of our existing cable systems				
	C-8	Compatibility with existing Cabling provided by Mobile Solutions	The hardware unit should be able to be mounted separately and communicate through one of our existing cable systems				
	C-9	Compatibility with existing Cabling provided by Havis Shields	The hardware (Monitor and CPU) should be able to be mounted separately and communicate through one of our existing cable systems				
<b>D</b>	<b>Weight</b>						
	D-1	2 to 6 lbs	The hardware must be between 2 to 6 lbs in weight				
	D-2	6 to 9 lbs	The hardware can be between 6 and 9 lbs in weight				

Section	Category	Specification	Requirement	Fully Rugged Model (s)	Semi-Rugged model (s)	Tablet Computer(s)	Vendor Description/Explanation
	D-3 <b>D</b>	10 lbs or greater	The hardware can be 10 lbs or greater				
<b>E</b>	<b>Certifications</b>						
	E-1	ISO Certification	The hardware meets the ISO certification				
	E-2	MIL-STD 810	The hardware meets the MIL-STD 810 standard				
	E-3 <b>D</b>	Energy Star	The hardware meets the Energy Star Compliance				
	E-4 <b>D</b>	Rohs compliance	The hardware meets the Rohs compliance				
	E-5 <b>D</b>	EPEAT Cert	The hardware meets the EPEAT certification				
	E-6	MIL-STD46	The hardware meets the MIL-STD46				
	E-7 <b>D</b>	UL1604	The hardware meets the UL1604 standard				
	E-8	IP65	The hardware meets the IP65 standard				
<b>F</b>	<b>Physical Security</b>						
	F-1 <b>D</b>	Fingerprint reader	The hardware provides Fingerprint authentication				
	F-2 <b>D</b>	Cable Locks	The hardware provides cable lock security				
	F-3	Smart Card Reader	The hardware provides PCMCIA card like slot that can secure the hardware or security driven applications				
<b>G</b>	<b>Connectivity</b>						

Section	Category	Specification	Requirement	Fully Rugged Model (s)	Semi-Rugged model (s)	Tablet Computer(s)	Vendor Description/Explanation
	G-1	Bluetooth	The hardware must have Bluetooth connectivity				
	G-2	Integrated Wi-Fi	The hardware must provide WIFI connectivity				
	G-3	Wireless Broadband	The hardware must provide high speed wireless connectivity using cellular technology				
	G-4	Antenna Pass Through	The hardware must provide an external antenna pass through.				
	G-5	GPS	The hardware must provide Global Positioning capabilities (GPS)				
	G-6	USB 3.0. ports	The hardware must provide USB 3.0 capabilities and be backwards compatible with 2.0 USB				
	G-7	USB 2.0 ports	The device should have at least USB 2.0 ports				
	G-8 D	Serial Connection	The hardware may have a serial connection				
	G-9	Encryption	The hardware must provide encryption abilities				
	G-10	Wireless Broadband GOBI Chip	The hardware must provide and be integrated with Wireless broadband GOBI				

Section	Category	Specification	Requirement	Fully Rugged Model (s)	Semi-Rugged model (s)	Tablet Computer(s)	Vendor Description/Explanation
			chip sets				
<b>I</b>	<b>Integrated Features</b>						
	I-1 <b>D</b>	Camera	The hardware can provide a camera.				
	I-2 <b>D</b>	Phone	The hardware can provide a phone				
	I-3 <b>D</b>	RFID	The hardware can provide RFID capabilities				
	I-4 <b>D</b>	Barcode Reader	The hardware should have barcode reader capabilities				
	I-5	Programmable buttons	The hardware must have the ability to program the buttons on the keyboard				
	I-6 <b>D</b>	Headphones/ Speakers	The hardware should have headphones and speakers				
	I-7 <b>D</b>	Microphone	The hardware should have a microphone				
	I-8 <b>D</b>	Webcam	The hardware could have a webcam				
	I-9	Backlit Keyboard	The hardware must have a backlit keyboard that lights up the keys				
	I-10 <b>D</b>	FireWire	The hardware can provide Firewire capabilities.				
	I-11	SD Secure Digital Card	The hardware must provide secure digital card capabilities				
	I-12	Number Pad on Keyboard	The hardware must provide a number keypad on the keys				

Section	Category	Specification	Requirement	Fully Rugged Model (s)	Semi-Rugged model (s)	Tablet Computer(s)	Vendor Description/Explanation
	I-13	Large Keypad	The hardware must have a large keyboard.				
<b>J</b>	<b>Warranty Maintenance Agreements</b>						
	J-1	Onsite Services for Warranty Items	The vendor must provide a description of onsite services provided while hardware is under warranty				
	J-2	Remote Services for Warranty items	The vendor must provide a description of remote services provided while hardware is under warranty				
	J-3	Maintenance Agreements	The vendor must provide a description of their standard maintenance agreements and what is covered				
<b>K</b>	<b>Ergonomics</b>						
	K-1 D	Ergonomic Straps	The vendor should provide unit that has straps designed to carry the laptop comfortably				
	K-2	Crashworthiness	Does an impact study exist to support crashworthiness on your hardware				
	K-3 D	Product Certification	Has a Computer-aided Design (CAD) model been completed to simulate the human factors and ergonomic issues associated with your hardware				
	K-4	Training	The vendor must have user training on the proper utilization of the mounted				

Section	Category	Specification	Requirement	Fully Rugged Model (s)	Semi-Rugged model (s)	Tablet Computer(s)	Vendor Description/Explanation
			hardware in their written agreement.				
<b>L</b>	<b>External Devices</b>						
	L-1 <b>D</b>	Port Replicator	The hardware should have ability to be connected to port replicator/docking hardware.				
	L-2	Mounting for Vehicles	As related to items C6-C10, the hardware must be able to mounted in cars, fire trucks and be compatible with existing and new cabling systems				
	L-3	Printers (wired or wireless)	The hardware must be able to connect physically or via Bluetooth print				
	L-4 <b>D</b>	DVD Drive	The hardware should have a DVD drive if available				
<b>M</b>	<b>Screen</b>						
	M-1	Dual Touch Screen	The hardware must have touch screen capabilities and detect multiple points of contact allowing you to zoom with your fingers				
	M-2	Swivel Screen	The hardware must have swivel screen capabilities				

Section	Category	Specification	Requirement	Fully Rugged Model (s)	Semi-Rugged model (s)	Tablet Computer(s)	Vendor Description/Explanation
	M-3	10 to 12 inches in size	The hardware meets these screen size requirements				
	M-4	13 to 15 inches	The hardware meets these screen size requirements.				
	M-5	Anti-Glare	The hardware must have anti-glare capabilities				
	M-6	Anti-Reflective	The hardware must have anti-reflective capabilities				
	M-7 D	Integrated Stylus	The hardware should have a stylus pen				
	M-8	Durable Glass	The hardware must provide durable glass for the screen such as Gorilla Glass.				
	M-9	Brightness	The hardware must provide extra brightness				
	M-10 D	Wide Screen	The hardware should have a wide screen which is typically a 16X10 aspect ratio.				
N	Service						
	N-1	Customized Image	The vendor should provide the ability to deliver their hardware with a customized City of Fort Worth image				
	N-2	Image Creation	The vendor must provide a detailed explanation on their process of creating and				

Section	Category	Specification	Requirement	Fully Rugged Model (s)	Semi-Rugged model (s)	Tablet Computer(s)	Vendor Description/Explanation
			loading of the image prior to delivery				
	N-3	Addition of City Asset Tag or identifier	The vendor must provide the capabilities of adding a permanent identifier such as an asset tag or indelible mark to the hardware that identifies it as City of Fort Worth property				
	N-4	Location of Service Facilities	The vendor must provide a list of their service facilities with addresses				
	N-5	Description of Service Process	The vendor must describe whether or not the service/repair is done onsite or if the equipment has to be shipped off				
	N-6	Description of Replacement-Part Process	The vendor must describe whether they or not they shipped individual failed parts or if the complete				
<b>O</b>	<b>Support</b>						
	O-1	Normal Response Times	The vendor should provide a list of response times associated with routine maintenance problems				
	O-2	Emergency Response Times	The vendor should provide a list of Emergency response times; for failures that severely impact (maximum two (2) hours)				

Section	Category	Specification	Requirement	Fully Rugged Model (s)	Semi-Rugged model (s)	Tablet Computer(s)	Vendor Description/Explanation
	O-3	Description of Support/Problem Request	The vendor should describe how support requests are submitted (web or phone)				
	O-4	Turnaround time for support issues	The vendor should describe the turnaround time expected on different priority calls				
	O-5	Description of Support Website	The vendor should provide a brief description of their support website and what it offers (drivers, patches, etc)				
	O-6	History of service incidents on hardware being proposed	The vendor should provide a history of known issues of models being recommended				

## **ATTACHMENT B COST PROPOSAL**

Further granularity within the sections below is encouraged to indicate EXACTLY what is included in the quoted price. The Proposer assumes all liabilities with respect to any ambiguity in presentation of cost.

The vendor must submit the following cost proposals in the format shown on the following pages: All cost proposals are not to exceed basis for each cost item below. Specify terms and conditions for delivery, payment, and other applicable goods and services. Prices must be in effect for a minimum of one (1) year after the Notice to Proceed date, including freight charges, taxes, and any other delivery costs incurred and installation, and are on a not to exceed basis.

The unit prices may be adjusted for increases or decreases in vendor's cost during the renewal period but before the effective date of the renewal upon written request from the vendor. At the time the City exercises the first and subsequent renewal options, the vendor may request a rate adjustment in an amount not to exceed (3%) percent of the original contract rate price or subsequent renewal rate price.

The vendor must submit its price adjustment request, in writing, at least 60 days before the renewal effective period. The vendor shall provide written proof of cost increases with price adjustment request. If the City concludes that the rate increase being requested is exorbitant, the City reserves the right to adjust the rate request, or reject the rate request in its entirety and allow the contract to expire at the end of the contract term. If the City elects not to exercise the renewal option, the Purchasing Division may issue a new solicitation.

1. Cost Proposal 1:           Hardware Unit and Parts Costs  
Explain any necessary customization for mandatory City requirements, and cost them out separately, if necessary
2. Cost Proposal 2:           Annual Maintenance/Warranty/ Support Costs
3. Cost Proposal 3:           Other Contract Costs

**COST PROPOSAL 1**  
**HARDWARE UNIT and PARTS COSTS**

List all units that meet our requirements and the cost being proposed including one-time costs.  
Please also document costs based if volume discounts apply.

<b>FULLY RUGGED DEVICES and PARTS</b>	<b>MODEL/PART NUMBER</b>	<b>QTY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>WARRANTY PERIOD</b>
<b>COST PROPOSAL 1 TOTAL</b>					

<b>SEMI- RUGGED DEVICES and PARTS</b>	<b>MODEL /PART NUMBER</b>	<b>QTY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>WARRANTY PERIOD</b>
<b>COST PROPOSAL 1 TOTAL</b>					

<b>RUGGED TABLET DEVICES and PARTS</b>	<b>MODEL/PART NUMBER</b>	<b>QTY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>WARRANTY PERIOD</b>
<b>COST PROPOSAL 1 TOTAL</b>					

**COST PROPOSAL 2**  
**ANNUAL MAINTENANCE SUPPORT CONTRACT COST**

The vendor must submit an itemized listing of the model and it's components that are supported under maintenance and describe in detail what's covered and the effective date of coverage. Maintenance costs must not exceed a three percent (3%) increase over the previous year's amount. Specify costs for future releases as the lower of, a stated percentage off of the then current list price, or today's current price. Describe when the maintenance will become effective.

<b>Model or Part</b>	<b>Maintenance Description (what's covered)</b>	<b>Maintenance Cost (Annual)</b>	<b>Effective Date (When model or parts go into maintenance mode)</b>
Describe your maintenance agreement/period here.			
Cost of loading City of Fort Worth customized image			
Pricing for any additional/optional support services.			
<b>COST PROPOSAL 2 TOTAL</b>			

**COST PROPOSAL 3  
OTHER CONTRACT COSTS**

The following items will need to be specified for future use by the City and may be incorporated as part of the final contract.

<b>COST ACTIVITY</b>	<b>COST</b>
Future annual support. Please note any escalators.	
<b>COST PROPOSAL 3 TOTAL</b>	

*The undersigned certifies that the proposed hardware will satisfy all elements and requirements of the related RFP.*

Proposer Name:\_\_\_\_\_

Signature:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

**ATTACHMENT C**  
**ADDITIONAL CONSIDERATIONS**

Proposers should include additional items or differentiating factors not addressed in the RFP, either in the proposal or Attachment A, that are considered essential for the successful response to this RFP.

**ATTACHMENT D  
CONFLICT OF INTEREST QUESTIONNAIRE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor or other person doing business with local governmental entity</b>		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code.</p> <p>An offense under this section is a Class C misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p> <p>Date Received</p>	
<p><b>1. Name of person doing business with local governmental entity.</b></p>		
<p><b>2.</b>      <input type="checkbox"/>      <b>Check this box if you are filing an update to a previously filed questionnaire.</b></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p><b>3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</b></p>		
<p><b>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</b></p>		

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor or other person doing business with local governmental entity****Page 2****5. Name of local government officer with whom filer has affiliation or business relationship.  
(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes☐ No

D. Describe each affiliation or business relationship.

**6. Describe any other affiliation or business relationship that might cause a conflict of interest.****7.**\_\_\_\_\_  
Signature of person doing business with the governmental entity\_\_\_\_\_  
Date

**EXHIBIT B**  
**NETWORK ACCESS AGREEMENT**

This **NETWORK ACCESS AGREEMENT** ("**Agreement**") is made and entered into by and between the **CITY OF FORT WORTH** ("**City**"), a home rule municipal corporation with its principal location at 1000 Throckmorton Street, Fort Worth, Texas 76102, organized under the laws of the State of Texas and situated in portions of Tarrant, Denton and Wise Counties, Texas, and (**LEGAL NAME OF COMPANY**) with its principal location at \_\_\_\_\_, ("**Contractor**").

**1.     The Network.** The City owns and operates a computing environment and network (collectively the "**Network**"). Contractor wishes to access the City's network in order to provide [description of services]. In order to provide the necessary support, Contractor needs access to [description of specific Network systems to which Contractor requires access, i.e. Internet, Intranet, email, HEAT System, etc].

**2.     Grant of Limited Access.** Contractor is hereby granted a limited right of access to the City's Network for the sole purpose of providing [description of services]. Such access is granted subject to the terms and conditions forth in this Agreement and applicable provisions of the City's Administrative Regulation D-7 (Electronic Communications Resource Use Policy), of which such applicable provisions are hereby incorporated by reference and made a part of this Agreement for all purposes herein and are available upon request.

**3.     Network Credentials.** The City will provide Contractor with Network Credentials consisting of user IDs and passwords unique to each individual requiring Network access on behalf of the Contractor. Access rights will automatically expire one (1) year from the date of this Agreement. If this access is being granted for purposes of completing services for the City pursuant to a separate contract, then, this Agreement will expire at the completion of the contracted services, or upon termination of the contracted services, whichever occurs first. Services are being provided in accordance with City Secretary Contract No. \_\_\_\_\_.

**4.     Renewal.** At the end of the first year and each year thereafter, this Agreement may be renewed annually if the following conditions are met:

**4.1**     Contracted services have not been completed.

**4.2**     Contracted services have not been terminated.

**4.3**     Within the thirty (30) days prior to the scheduled annual expiration of this Agreement, the Contractor has provided the City with a current list of its officers, agents, servants, employees or representatives requiring Network credentials.

Notwithstanding the scheduled contract expiration or the status of completion of services, Contractor shall provide the City with a current list of officers, agents, servants, employees or representatives that require Network credentials on an annual basis. Failure to adhere to this requirement may result in denial of access to the Network and/or termination of this Agreement.

5. **Network Restrictions.** Contractor officers, agents, servants, employees or representatives may not share the City-assigned user IDs and passwords. Contractor acknowledges, agrees and hereby gives its authorization to the City to monitor Contractor's use of the City's Network in order to ensure Contractor's compliance with this Agreement. A breach by Contractor, its officers, agents, servants, employees or representatives, of this Agreement and any other written instructions or guidelines that the City provides to Contractor pursuant to this Agreement shall be grounds for the City immediately to deny Contractor access to the Network and Contractor's Data, terminate the Agreement, and pursue any other remedies that the City may have under this Agreement or at law or in equity.

6. **Termination.** In addition to the other rights of termination set forth herein, the City may terminate this Agreement at any time and for any reason with or without notice, and without penalty to the City. Upon termination of this Agreement, Contractor agrees to remove entirely any client or communications software provided by the City from all computing equipment used and owned by the Contractor, its officers, agents, servants, employees and/or representatives to access the City's Network.

7. **Information Security.** Contractor agrees to make every reasonable effort in accordance with accepted security practices to protect the Network credentials and access methods provided by the City from unauthorized disclosure and use. Contractor agrees to notify the City immediately upon discovery of a breach or threat of breach which could compromise the integrity of the City's Network, including but not limited to, theft of Contractor-owned equipment that contains City-provided access software, termination or resignation of officers, agents, servants, employees or representatives with access to City-provided Network credentials, and unauthorized use or sharing of Network credentials.

8. **LIABILITY AND INDEMNIFICATION.** CONTRACTOR SHALL BE LIABLE AND RESPONSIBLE FOR ALL DAMAGES THAT THE CITY MAY INCUR DIRECTLY ON ACCOUNT OF ANY BREACH OF THIS AGREEMENT BY CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES. THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, SHALL NOT BE LIABLE FOR ANY DAMAGES THAT CONTRACTOR MAY INCUR AS A RESULT OF THE CITY'S RESTRICTIONS TO OR DENIAL OF ACCESS TO CONTRACTOR'S DATA ON ACCOUNT OF ANY BREACH OF THIS AGREEMENT BY CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, OR FOR ANY REASONABLE SECURITY MEASURES TAKEN BY THE CITY. IN ADDITION, CONTRACTOR SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, AND ALL CLAIMS, DEMANDS AND JUDGMENTS THEREFORE, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S) OR INTENTIONAL MISCONDUCT OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS AND/OR EMPLOYEES. CONTRACTOR, AT CONTRACTOR'S OWN COST OR EXPENSE, HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND/OR EMPLOYEES FROM AND AGAINST ANY CLAIM, LAWSUIT, DEMAND OR OTHER ACTION TO THE EXTENT THAT THE SAME ARISES FROM THE NEGLIGENT ACT(S) OR OMISSION(S) OR INTENTIONAL MISCONDUCT OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

9. **Confidential Information.** Contractor, for itself and its officers, agents, employees, and representatives, agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City. Contractor further agrees that it shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Contractor shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised.

10. **Right to Audit.** Contractor agrees that the City shall, during the initial term, any renewal terms, and until the expiration of three (3) years after termination or expiration of this contract, have access to and the right to examine at reasonable times any directly pertinent books, data, documents, papers and records, both hard copy and electronic, of the Contractor involving transactions relating to this Agreement. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits. Contractor further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, during the initial term, any renewal terms, and until expiration of three (3) years after termination or expiration of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, data, documents, papers and records, both hard copy and electronic, of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor reasonable notice of intended audits.

11. **Agreement Cumulative.** This Agreement is cumulative of and in addition to any written contracts, agreements, understandings or acknowledgments with the City signed by Contractor. This Agreement and any other documents incorporated herein by reference constitute the entire understanding and Agreement between the City and Contractor as to the matters contained herein regarding Contractor's access to and use of the City's Network.

12. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by an authorized representative of both the City and Contractor.

13. **Assignment.** Contractor may not assign or in any way transfer any of its interest in this Agreement. Any attempted assignment or transfer of all or any part hereof shall be null and void.

14. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

15. **Force Majeure.** Each party shall exercise its best efforts to meet its respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

**16. Governing Law / Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

\_\_\_\_\_

**17. Signature Authority.** The signature below of an authorized representative acknowledges that the Contractor has read this Agreement and agrees to be bound by terms and conditions set forth herein.

**ACCEPTED AND AGREED:**

**CITY OF FORT WORTH:**

By: \_\_\_\_\_  
Susan Alanis  
Assistant City Manager  
Date: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Ron Gonzales  
City Secretary

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Assistant City Attorney  
M & C: \_\_\_\_\_